

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 23 day of Aug 2019 2019, by and between DENNIS BAADSGAARD and SHELLY BAADSGAARD, as husband and wife, as well as each of them individually, and TRINTON GAMAS.

RECITALS:

1. The Baadsgaards are both citizens of Montana, residing in Glasgow, Valley County, Montana. Gamas also is citizen of Montana, residing in Glasgow, Valley County, Montana.
2. On October 1, 2018 Dennis Baadsgaard was exercising his dog in a public park next to the Glasgow Civic Center in Glasgow, Montana. Trinton Gamas was inside the Civic Center using the public exercise equipment. While inside the Civic Center, Gamas negligently left his crossbred Boxer/Pitbull dog and two other large dogs in the box of his pickup, unsupervised, untethered, unkenneled, or otherwise restrained.
3. The crossbred Boxer/Pitbull dog suddenly jumped out of the box of the pickup, unbeknownst to Dennis Baadsgaard, and attacked Dennis Baadsgaard's smaller dog. Dennis Baadsgaard was seriously injured trying to break up that attack. He became entangled between the dogs and was slammed to the ground, which caused serious injuries.
4. On July 15, 2019 Dennis and Shelly Baadsgaard filed a negligence lawsuit against Trinton Gamas in the 17th Judicial District Court, Valley County, Montana,

alleging all pertinent matters that surround this Settlement Agreement. The Complaint is attached hereto as Exhibit A and made part of this Settlement Agreement.

5. Gamas and his pickup truck were insured by Safeco Insurance Company, Policy No. M 1529359, which was in place and in effect on October 1, 2018.

6. Through counsel, Dennis and Shelly Baadsgaard made demand on Gamas that he report the representation of the Edwards Law Firm and the Baadsgaards' claims for damages, and tender to Safeco directions for it to contact their counsel at the Edwards Law Firm.

7. Gamas, through his counsel, Peter Helland of Glasgow, Montana was denied by Safeco any defense or indemnity for this matter, claiming that the incident involved dogs and therefore was not covered by Gamas' insurance policy on the pickup.

8. The Edwards Law Firm made direct demand on Safeco, and after months of delay while Safeco sought and received Montana legal counsel opinion, Safeco was made aware of all of Baadsgaard's medical bills, lost income from his self-employment while he was unable to work, and *Ridley v. Guarantee National Insurance Company*, 951 P.2d 987 (Mont. 1997) demands made on behalf of Dennis Baadsgaard to Safeco under Gamas' policy.

9. Safeco denied any coverage under the policy directly to the Baadsgaards' counsel, the Edwards Law Firm, thus necessitating the filing of Exhibit A, the lawsuit of *Baadsgaards v. Gamas*.

10. Trinton Gamas has been advised by his counsel, Mr. Helland, that in the civil action, a verdict in favor of the Baadsgaards and each of them, is probable.

11. Trinton Gamas lacks sufficient assets to withstand or satisfy a likely adverse substantial six figure Judgment and has been advised of same by his counsel, Mr. Helland. Therefore, in the interest of protecting his assets to the fullest possible extent, Trinton Gamas has been propelled to, and has, under advice of counsel, entered into arms-length negotiations with the Baadsgaards, through their counsel, resulting in the following agreement:

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

- (a) In consideration of this Settlement Agreement and delivery of the Covenant Not to Execute contemplated in subparagraph (d) below, Trinton Gamas hereby stipulates and agrees that Judgment may be entered in the civil action attached as Exhibit A, in favor of Dennis and Shelly Baadsgaard, and against Trinton Gamas, in the amount of \$475,000.00. It is agreed between the parties, through their respective counsel, that \$475,000.00 is an appropriate Judgment amount, as it represents the midpoint between \$350,000.00 and \$600,000.00, which the parties' counsel have mutually agreed would be a reasonable jury range considering Mr. Baadsgaard's injuries and special damages in the amount of \$39,833 and ongoing, together

with his pain and suffering, and Shelly Baadsgaard's claim under Montana law for loss of consortium. The Judgment shall bear the Montana legal rate of interest from the date of entry of the Judgment until paid in full or satisfied of record.

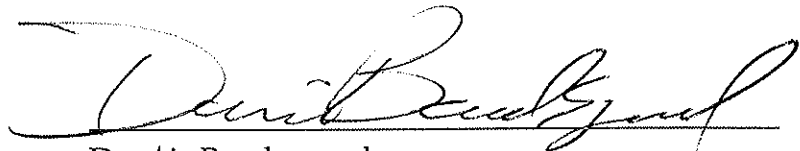
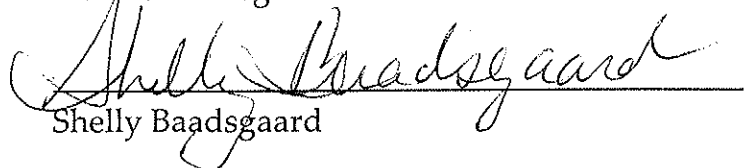
- (b) Trinton Gamas agrees to deliver to Dennis and Shelly Baadsgaard a duly executed Assignment of all of his right, title, interest, claim, chose-in-action, cause of action, or any and all other rights that Trinton Gamas has or may have with respect to and against Safeco Insurance Company and any of its related or affiliated companies, whether arising out of contract, statute, common law, or otherwise.
- (c) Trinton Gamas agrees to cooperate, preserve and provide all information, documents and provide truthful testimony as is reasonably necessary to enable Dennis and Shelly Baadsgaard to present and to diligently prosecute any and all claims or causes of actions Dennis and Shelly Baadsgaard have, or may have, against Safeco Insurance Company, or any other entities that Safeco may have involved, and that arise from the Judgment, consistent with all applicable Montana law governing matters such as this.
- (d) Dennis and Shelly Baadsgaard agree to deliver to Trinton Gamas a duly executed Covenant Not to Execute and further agree that upon

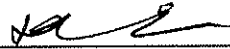
exhaustion of all rights and remedies against Safeco Insurance Company, or any other insurers as contemplated in language above, Dennis and Shelly Baadsgaard shall enter upon the record a Satisfaction of Judgment in the civil action, regardless of the outcome of Dennis and Shelley Baadsgaards' claims, provided that Trinton Gamas has faithfully honored this Agreement and performed hereunder.

12. The parties to this Agreement specifically state and acknowledge that the consideration recited in this Agreement is real and that they have sought and utilized the advice of their respective counsel before entering into this Settlement Agreement, and that there are no warranties or representations inducing any of the parties to enter into this Agreement, excepting only those specifically those set forth in writing in this Agreement.

13. This Settlement Agreement inures to the benefit of and is binding upon all parties to the Agreement, their heirs, successors, and assigns.

IN WITNESS WHEREOF the parties have set their hands on the day first written above.


Dennis Baadsgaard

Shelly Baadsgaard



Trinton Gamas

A. Clifford Edwards
EDWARDS, FRICKLE & CULVER
1648 Poly Drive, Suite 206
Billings, MT 59102
Telephone: (406) 256-8155
Facsimile: (406) 256-8159

OFFICE CLERK OF DISTRICT COURT
VALLEY COUNTY
FILED

JUL 15 2019

SHELLEY BRYAN

Attorneys for Plaintiffs

MONTANA SEVENTEENTH JUDICIAL DISTRICT COURT
VALLEY COUNTY

DENNIS BAADSGAARD AND
SHELLY BAADSGAARD,

Plaintiffs,

vs.

TRINTON GAMAS,

Defendant.

Cause No. DV- 2019-46

Judge: Yvonne Laird

COMPLAINT AND DEMAND FOR
JURY TRIAL

COME NOW the Plaintiffs, Dennis and Shelly Baadsgaard, by and through their attorneys of record, Edwards, Frickle & Culver and for their complaint against the Defendant, Trinton Gamas, complain and allege as follows:

FACTS COMMON TO ALL COUNTS

1. The Plaintiffs, Dennis and Shelly Baadsgaard, husband and wife, were at all times relevant hereto residents of the State of Montana, County of Valley.

EXHIBIT

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2. The Defendant, Trinton Gamas, was at all times relevant hereto a resident of the State of Montana, County of Valley.

COUNT ONE

Plaintiffs re-allege and incorporate herein by reference the allegations of the preceding paragraphs as set forth in full, and further allege as follows:

3. On the afternoon of October 1, 2018, Defendant Gamas' dog, along with two other large dogs, were in the box of Defendant Gamas' pickup, which was parked by the Civic Center, while Gamas himself was inside the Civic Center doing physical exercise in the facility the City of Glasgow provides

4. Defendant Gamas regularly used his pickup to transport and have with him his dogs, as most Montana dog owners do in rural, town and city settings.

5. While in the Civic Center, Defendant Gamas negligently left the three dogs unattended, untethered, unkenneled or otherwise restrained or supervised during his absence from his pickup while exercising in the Civic Center.

6. Defendant Gamas knew, or should have known, his large Boxer/Pit Bull cross, together with his other two large dogs in the box of the pickup, needed to be tethered, kenneled, or otherwise restrained and supervised so they could not leave the box of the pickup while Defendant Gamas was inside the Civic Center. What happened as described herein with Defendant's dogs not being properly supervised or restrained

was foreseeable to any dog owner, including Defendant Gamas, who acted negligently in these circumstances.

7. While Defendant Gamas was inside the Civic Center, Plaintiff Dennis Baadsgaard was giving the Plaintiffs' dog its daily exercise in the City Park adjacent to the Glasgow Civic Center, when Defendant's dog, a mixed breed of Boxer and Pit Bull, jumped out of the Defendant's pickup box, raced toward, attacking Plaintiffs' dog.

8. Plaintiff Dennis Baadsgaard instantly tried to intervene, and break up the sudden attack on his much smaller dog who was obviously in danger during the attack, but Plaintiff became entangled between the two dogs, and was violently thrown to the ground.

9. As a result of the negligence of Defendant Gamas as described herein, Plaintiff Dennis Baadsgaard suffered severe shoulder damage, which required a serious surgery in Billings, plus extensive and lengthy rehab in Glasgow. Such negligence of Defendant caused Dennis to be absent from his self-employment for months. Plaintiff Dennis Baadsgaard has suffered bodily pain and injury, lost income, lengthy rehabilitation, and been prevented from fully pursuing his ordinary course of life activities, as well as prevented him from transacting his business. Plaintiff Dennis Baadsgaard is entitled to all damages provided under Montana law for such losses.

COUNT TWO

Plaintiffs re-allege and incorporate herein by reference the allegations of the preceding paragraphs as set forth in full, and further allege as follows:

10. Plaintiff Shelly Baadsgaard, as a result of the negligence of the Defendant, as stated above, has suffered and will continue to suffer loss of consortium as that claim is defined under Montana law and is entitled to recover those damages from the Defendant.

WHEREFORE Plaintiffs, Dennis and Shelly Baadsgaard, pray judgment against Defendant for all damages and costs to which they are entitled to under Montana law, in such categories and in such amounts as will be furnished to Defendant in accordance with applicable Montana law and/or Rules of Civil Procedure.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of all of the issues in this action.

Dated this 11th day of July, 2019.

EDWARDS, FRICKLE & CULVER

By: A. Clifford Edwards
A. Clifford Edwards
Attorney for Plaintiffs

Peter L. Helland
217 5th Street South
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Telephone: (406) 228-9331
Facsimile: (406) 228-9335

Attorney for Defendant

**MONTANA SEVENTEENTH JUDICIAL DISTRICT COURT
VALLEY COUNTY**

DENNIS BAADSGAARD AND
SHELLY BAADSGAARD,

Plaintiffs,

vs.

TRINTON GAMAS,

Defendant.

Cause No. DV-2019-46

Honorable Yvonne Laird

AFFIDAVIT OF TRINTON GAMAS

I, Trinton Gamas, having first been duly sworn, state as follows:

1. I make this affidavit to supplement and make part of the "Recitals" section of my Settlement Agreement with Dennis and Shelly Baadsgaard of August 23, 2019.

2. I am the Glasgow Police Department Lieutenant to Police Chief Brien Gault.
I make Exhibit A to my affidavit part of this paragraph.

3. My 2008 Ford 350 SRW Super was insured for Liability coverage under Safeco Insurance Company of Illinois policy M1529359 on October 1, 2018.

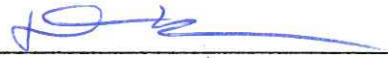
4. My dogs are with me at various times in my pickup, the Ford 350 Safeco took my premium monies to insure for Liability coverage.

5. It was an accident that I negligently left my 3 dogs unrestrained in the box of my 350 on October 1, 2018. Because of that negligence, Dennis Baadsgaard suffered injuries when one of my dogs jumped out of the box where I left him, with the other two, while I was inside the Civic Center.

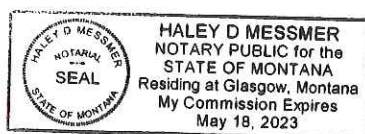
6. I expected Safeco to cover me for this accident with my truck use. Nowhere in the Exclusions section does it say I have no coverage if my dogs are involved with use of my pickup.

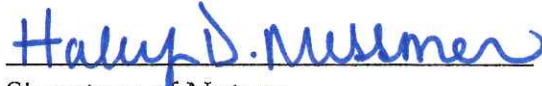
7. I have had to hire and pay Glasgow lawyer Pete Helland to represent me and reach the agreements I've entered into with Dennis and Shelly Baadsgaard. I expected Safeco to handle all of these expenses of a lawyer and pay a settlement. That's why, after all, I spent the premium monies Safeco required for my Liability and other coverages.

DATED this 16th day of October, 2019.


Trinton Gamas

SUBSCRIBED and SWORN to me before this 16th day of October, 2019.




Signature of Notary

City of Glasgow

STREET CLOSURES

Glasgow Levee Report

2018 Drinking Water Quality Report

Ordinance 961 Cemetery Rate Increases

Ordinance 962 Shipping Containers within City Limits



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GLASGOW

— MONTANA —

MORE OF WHAT MATTERS

CITY OFFICE HOURS

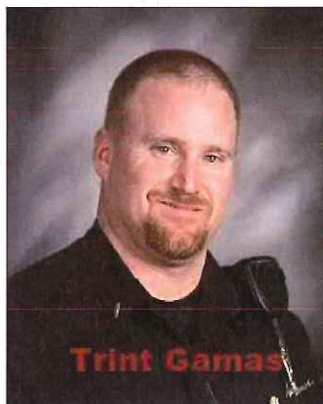


Chief Brien Gault

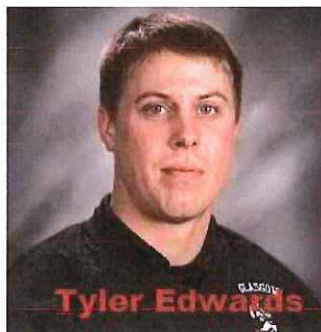
GLASGOW POLICE DEPARTMENT

*Chief Brien Gault welcomes you to read this page
or call them at (406) 228-8050*

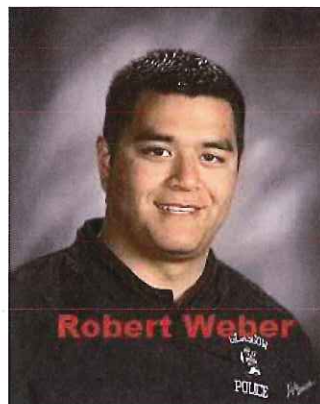
Chief: Brien Gault,
Lt.: Trint Gamas,
Sergeant: Tyler Edwards,
Sergeant: Robert Weber,
Not pictured: Patrolman: Josh Ames, Patrolman: Josh Nolan
Victim-Witness Advocate: Kari Schell (not pictured),
Administrative Assistant and Grant Writer/Manager: Kathy Granger,
Evidence Technician: Tasha Morehouse-Mix (not pictured)



Trint Gamas



Tyler Edwards



Robert Weber

EXHIBIT

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